MEMORANDUM OF UNDERSTAND BETWEEN
ASHLAND COMMUNITY & TECHNICAL COLLEGE AND THE
BOYD COUNTY SHERIFF'S OFFICE

This MEMORANDUM OF UNDERSTANDING is entered into this the 1st day of January, 2024 between Ashland Community & Technical College (ACTC) and the Boyd County Sheriff's Office ("Sheriff")

WHEREAS, ACTC and the Sheriff desire to enter into an agreement for the Assignment of a deputy sheriff or equivalent security officer to ACTC for security purposes, and;

WHEREAS, ACTC and the Sheriff understand and agree as to the nature of the duties of the security to the provided to ACTC and;

WHEREAS, ACTC and the Sheriff have mutually agreed to enter into an agreement under the terms and conditions set forth in this Memorandum of Understanding.

NOW, THEREFORE; In consideration of the mutual covenants and agreements set out herein, ACTC and the Sheriff agree as follows:

1. The Sheriff shall assign a Deputy Sheriff or equivalent employee ("Deputy") to ACTC for the period beginning January 1, 2024 through December 31, 2024.

2. ACTC may request a change in the Deputy assigned at any time for good cause shown, and the Sheriff shall use best efforts to comply with that request another mutually agreed upon Deputy.

3. The Deputy is at all times a Full-time employee of the Sheriff, shall act within the scope of employment as a Deputy Sheriff, and the Sheriff shall govern, manage, and be responsible for all employment terms and conditions, including but not limited to, compensation, including fringe benefits, provision of a cruiser and fuel, insurance coverage, personnel policies and procedures, compensatory time, annual leave, sick leave, tax payments and deductions, and records kept in the ordinary course of business for employees of the Sheriff's Office.

4. ACTC shall reimburse the Sheriff a total amount of $50,000.00 to be paid in quarterly payments of $12,500.00 each, with the first payment due April 1, 2024.

5. While on duty at ACTC, the Deputy shall report to President or his/her written designee. Any performance evaluations shall be the responsibility of the Sheriff, who shall consult with the appropriate ACTC personnel.

6. The Deputy shall have supervisory authority over any other security force personnel under contract with or employed by ACTC.

7. The Deputy shall use best effort to protect all buildings, grounds and vehicles on ACTC property against theft, vandalism and unauthorized trespassers.

8. Normal work hours for the Deputy are Monday through Friday 8 am through 4 pm. However, the Deputy may be called or paged outside normal working hours when circumstances arise that call for the Deputy's expertise.

9. The areas to be patrolled for security purposes are the buildings, building grounds, storage buildings and parking lots.

10. The Deputy shall patrol the grounds and buildings on schedule as arranged between the parties.

11. The parties may make changes in guard and schedule requirements falling within the scope of the established contract through mutual agreement.

12. The Deputy shall be responsible for enforcement of the Kentucky Penal Code and juvenile law offenders EXCEPT status offenders.

13. The Deputy shall be in good health and of legal age.

14. The Deputy shall be professional in demeanor at all times.

15. The Deputy shall wear uniforms provided by the Sheriff and be neatly dressed at all times.

16. Problems arising on campus, such as trespassing, vandalism, unauthorized entry and obvious mechanical failure shall be reported immediately to ACTC and the Sheriff.

17. ACTC shall provide a list of officials to be contacted in the even problems arise on campus.

18. Neither the Deputy nor the security guard on duty shall engage in any activities that interfere with their primary responsibility which are the security of ACTC facilities, the safety of students and school personnel and the enforcement of the laws of Kentucky.

19. ACTC shall furnish the Deputy a set of master keys for all buildings with appropriate labels.

20. The Deputy shall be responsible for the security of all keys and other supplies and equipment provided by ACTC.

21. The Deputy shall be responsible for the safe operation of any security vehicles and will be responsible for any accidents or damage resulting from negligent operation by the Deputy.

22. The Deputy shall not use ACTC computer services for personal use. This includes personal e-mails, internet use etc.

23. ACTC shall provide the Deputy with any temporary or permanent list of personnel who are authorized to have access to the buildings during non-working hours, general building information to include turning on lights after hours, security access etc.

24. The Deputy may park his/her vehicle upon ACTC property while on duty.

25. Both parties may cancel this Memorandum of Understanding with thirty (30) days written notice to the other, and the ACTC shall forward any payments due after cancellation on a pro-rata basis.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date first above written;

BOYD COUNTY JUDGE EXECUTIVE
ERIC CHANEY

BOYD COUNTY SHERIFF'S OFFICE
JAMIE REIHS

PRESIDENT
LARRY FERGUSON